ORDER REGEINER FOR FILING
Date
By

IN RE: PETITION FOR SPECIAL HEARING

W/S Falls Road, 1500' S of

Ivy Hill Road (12410 Falls Road) 8th Election District 3rd Councilmanic District

Robin Schachat Petitioner * BEFORE THE

* DEPUTY ZONING COMMISSIONER

* OF BALTIMORE COUNTY

* Case No. 99-09-SPH

* * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property, Robin Schachat. The Petitioner seeks approval of a nondensity transfer of 1.0 acre to an adjoining property owner. The subject property and relief sought are more particularly described on the site plan submitted which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petition were Robin Schachat, property owner, and Bruce Doak, a representative of Gerhold, Cross and Etzel, the consulting firm which prepared the site plan for the property. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property consists of 2.2 acres, more or less, zoned R.C.5 and is improved with a one-story single family dwelling and accessory shed. The Petitioner also owns and resides on an adjacent property, known as 1516 Heather Hill Lane, which contains 2.206 acres, more or less, also zoned R.C.5. Testimony indicated that the Petitioner and her husband recently purchased the subject property and, in an effort to protect their interests at 1516 Heather Hill Lane, decided to convey a 1.0 acre parcel from the subject property and the one density right associated therewith as a conservation easement

ORDER PRECEDED FOR FILING

to the Land Preservation Trust, Inc. The Petitioner now wishes to retain this 1.0 acre parcel as a nondensity transfer from the subject property to their holdings at 1516 Heather Hill Lane. The remaining 1.2 acres of land and the improvements known as 12410 Falls Road will be offered for future sale. Testimony indicated that the 1.0 acre parcel will not be merged with 1516 Heather Hill Lane, but will remain as a separate parcel under a separate deed. However, as noted above, there is no density associated with this transfer in that the Petitioners conveyed this 1.0 acre parcel as a perpetual easement to the Land Preservation Trust, Inc. Thus, this parcel shall remain undevelopable in perpetuity.

After due consideration of the testimony and evidence presented, it is clear that practical difficulty or unreasonable hardship would result if the relief requested in the special hearing were not granted. It has been established that the requirements from which the Petitioner seeks relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the relief requested will not be detrimental to the public health, safety, and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested in the Petition for Special Hearing should be granted.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this $2^{\frac{1}{12}}$ day of September, 1998 that the Petition for Variance seeking approval of a nondensity transfer of 1.0 acre to an adjoining property owner, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

1) The Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has

ORDER RECEIVED/FOR FILIN Date

TMK:bjs

expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

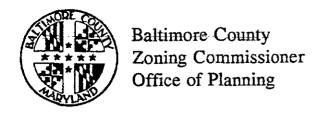
- 2) Pursuant to Section 502.2 of the B.C.Z.R., new deeds for all three parcels incorporating a reference to this case and the restrictions and conditions set forth herein shall be recorded among the Land Records of Baltimore County within sixty (60) days of the date of this Order and a copy of the recorded deeds shall be forwarded to the Department of Permits and Development Management (DPDM) for inclusion in the case file.
- 3) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.

TIMOTHY M. KOTROCO

Deputy Zoning Commissioner

for Baltimore County

- 3-



Suite 405, County Courts Bldg. 401 Bosley Avenue Towson, Maryland 21204 410-887-4386

September 8, 1998

Ms. Robin Schachat
1516 Heather Hill Lane
Cockeysville, Maryland 21030

RE: PETITION FOR SPECIAL HEARING
W/S Falls Road, 1500'S of Ivy Hill Road
(12410 Falls Road)
8th Election District - 3rd Councilmanic District
Robin Schachat - Petitioner
Case No. 99-09-SPH

Dear Ms. Schachat:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

TIMOTHY M. KOTROCO

Deputy Zoning Commissioner

leuthy Kotroco

for Baltimore County

TMK:bjs

cc: Mr. Bruce E. Doak, Gerhold, Cross & Etzel
320 E. Towsontown Boulevard, Suite 100, Towson, Md. 21286

People's Counsel; case Files



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at #12410 Falls Road

which is presently zoned

R.C. 5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

The non-density transfer of 1.0 Acre to an odjoining property owner.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

				•	
			VWe do solemnly declare and a legal owner(s) of the property wh	affirm, under the penalties of prich is the subject of this Petit	perjury, that I/we are the lon.
Contract Purchaser/Lessee:			Legal Owner(s):		
(Type or Print Name)			Robin Schae	chat	
Signature	<u></u>		Signature Signature	2K/	
Address			(Type or Print Name)		•
City	State	Zipcode	Signature		
Attorney for Petitioner:			1516 Heather H	ill Lane (41	o) - 252-2069 Phone No.
(Type or Print Name)		——————————————————————————————————————	Baltimore City Name, Address and phone numb	State	ZIO 30 Zipcode
Signature			Bruce E. Doak Name		
Address	Phone	No.	320 E Towson Lown	Blad Towson, H	D Z128G Phone No.
City	State	Zipcode	ESTIMATED LENGTH OF HEAR	OFFICE USE ONLY	
		Administration of the second	the following dates		_ Next Two Months
		• 1	REVIEWED BY:	OTHER	1.2.98
		٧ /		_	

GORDON T. LANGDON EDWARD F DEIACO-LOHR SRUCE E DOAK



Registered Professional Land Surveyors

SUITE 100 320 EAST TOWSONTOWN BOULEVARD TOWSON, MARYLAND 21286-5318

> 410-823-4470 FAX 410-823-4473

EMERITUS

PAUL G. DOLLENBERG
FRED H. DOLLENBERG
CARL L GERHOLD
PHILIP K CROSS
OF COUNSEL
JOHN F ETZEL

WILLIAM G. ULRICH

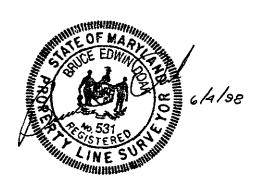
June 4, 1998

Zoning Description One Acre, More or Less, Parcel Of Land

All that piece or parcel of land situate lying and being in the Eighth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same in the center of Falls Road one thousand two hundred fifty feet South of Ivy Hill Road, running thence with the center of Falls Road 1) South 01 degree 11 minutes 00 seconds East 81.74 feet, thence leaving Falls Road and running for lines of division now made, the six following courses and distances, viz: 2) North 47 degrees 40 minutes 24 seconds West 120.67 feet, 3) North 74 degrees 25 minutes 56 seconds West 84.08 feet, 4) South 23 degrees 41 minutes 24 seconds West 57.52 feet, 5) South 07 degrees 27 minutes 30 West 55.84 feet, 6) South 15 degrees 41 minutes 45 seconds West 62.44 feet, and 7) South 00 degrees 01 minute 45 seconds West 60.60 feet to intersect the land of Schachat, running thence with and binding on the land of Schachat, the three following courses and distances, viz: 8) North 67 degrees 12 minutes 30 seconds West 101.20 feet, 9) North 01 degree 11 minutes 00 seconds West 300.00 feet and 10) South 67 degrees 12 minutes 30 seconds East 342.00 feet to the place of beginning.

Containing One Acre of land, more or less.



70 14:14:05 1. MRV DRAWER A	FORTLANDUS CHSH RECEIPT 1 # 022550 056205 FO.00 CHESK Baltimore Sounty, Noryland		CASHIER'S VALIDATION
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BALTIMORE COUNTY, MAR OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT	DATE 7.2.98	RECEIVED SOUTH (0.30)	DISTABUTION

RTIFICATE OF POSTING

RE. Case No: 99-009 SPH

Petitioner/Developer: ROBIN . 46 OKEEFE, ETH

ATN: BRUCE DOAK

Date of Hearing/Closing: 8/11/98 © 10 00 AM

RM 407

CCB

Baltimore County Department of Permits and Development Management County Office Building, Room 111 111 West Chesapeake Avenue Towson, MD 21204

Attention, Ms. Gwendolyn Stephens

Ladies and Gentlemen

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at #12410 FALLS RD.

The sign(s) were posted on

Sincerely,

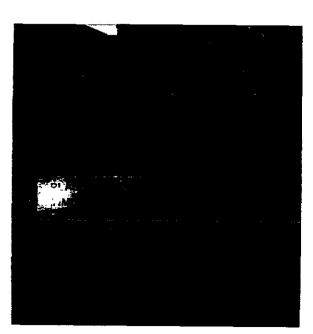
PATRICK M. O'KEEFE

(Printed Name)

523 PENNY LANE

(Address)

HUNT VALLEY, MD. 21030 (City, State, Zip Code)



99-009 SPH 类1540序级600.

TICE OF ZONING
WEARING

CERTIFICATE OF PUBLICATION

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations or Baltimore County will hold a public hearing in Townson, Maxitand on the property identified herein as follows:

Case, 498-009-SPH 12410 Falls Road, 1500' +/- S from by Hill Road 8th Election District 3rd Councilmanic District Legal Owner(s): Robin Schacket

published in THE JEFFERSONIAN, a weekly newspaper published

in Towson, Baltimore County, Md., once in each of...

weeks, the first publication appearing on __

THIS IS TO CERTIFY, that the annexed advertisement was

TOWSON, MD., _

_successive

723

Special Hearing: to approve the non-density transfer of 1.0 acre to an adjoining property varies. Hearing: Tuesday, August 11, 1998 at 10.00 a.m.; in Room 497, Courty Courty Bligg., 401 Bostoy Avenue.

LAWRENCE SCHMIDT
Zorling Commissioner for
Batirriore County
MOTES: (1) Hearings are
Handicapped Accessible; for
special
Please Call (410) 887-3353.
(2) For information concerning the File and/or Hearing.

7/476 July 23 0245734

THE JEFFERSONIAN,

. HEMALLEGAN LEGAL AD. - TOWSON

8965-L88

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The <u>Baltimore County Zoning Regulations</u> (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:
Item Number or Case Number: 99-9-SPH
Petitioner: ROBIN Schachaz
Address or Location: 15452 Harris 12410 FALIS Ro.
PLEASE FORWARD ADVERTISING BILL TO: Name: Po Bin Schachat
Address: 1516 Heather Hill Lane
Baltimose, HD. 21030
Telephone Number: (410) - 252-2069

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytim refore but no later than $\frac{*7/12/98}{}$

Format for Sign Printing, Black Letters on White Background:

ZONING NOTICE

99-9-SPH

Case No.:

A PUBLIC HEARING WILL REHELD BY THE ZONING COMMISSIONER IN HOWSON, MD

PLACE: *		· · · · · · · · · · · · · · · · · · ·				
DATE AND	TIME:	HEAZING.	<u> </u>			
REQUEST:_	VT0	PEIZMIT	The	No	N- DENSITY	TRANSfer
<u></u>	1.0	ALRE	TO	·AN	ADjoininic	OWNER.
	<u>- "</u>					•

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

9/96 post.4.doc *UPON RECEIPT OF THE NOTICE OF HEARING, THE PETITIONER OR HIS AGENT FILLS IN THIS INFORMATION AND THEN FORWARDS THIS FORM TO THE SIGN POSTER.

TO: PATUXENT PUBLISHING COMPANY

July 23, 1998 - Jeffersonian

Please forward billing to:

Robin Schachat 1516 Heather Hill Lane Baltimore, MD 21030

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-009-SPH

12410 Falls Road

W/S Falls Road, 1500' +/- S from Ivy Hill Road 8th Election District – 3rd Councilmanic District

Legal Owner: Robin Schachat

Special Hearing to approve the non-density transfer of 1.0 acre to an adjoining property owner.

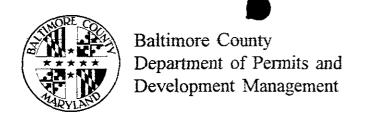
HEARING: Tuesday, August 11, 1998 at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

Lawrence E. Schmidt
LAWRENCE E. SCHMIDT

ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 410-887-3353.

(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 410-887-3391.



Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 17, 1998

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-009-SPH

12410 Falls Road

W/S Falls Road, 1500' +/- S from Ivy Hill Road 8th Election District – 3rd Councilmanic District

Legal Owner: Robin Schachat

Special Hearing to approve the non-density transfer of 1.0 acre to an adjoining property owner.

HEARING: Tuesday, August 11, 1998 at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

Arnold Jabion Director

c: Bruce E. Doak

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY JULY 27, 1998

(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 410-887-3353.

(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 410-887-3391.

	Falls Ro +/- S of I	•		oad,			*		ZONING	COMM	IISSIONI	ER
8th Ele	ection Di	strict, 3	rd Counc	eilmanic			*		FOR			
Legal	Owners:	Robin	Schachat	ţ			*		BALTIM	ORE CO	OUNTY	
	Petitio	ner(s)					*		Case Nu			
	*	*		*	*	*	*	*	*	*	*	*

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates of other proceedings in this matter and of the passage of any preliminary or final Order.

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

Er Max Vinneinen

CAROLE S. DEMILIO

Deputy People's Counsel

arole S. Demilio

Old Courthouse, Room 47

400 Washington Avenue

Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of July, 1998, a copy of the foregoing Entry of Appearance was mailed to Bruce E. Doak, 320 E. Towsontowne Blvd., Towson, MD 21286, representative for Petitioner(s).

PETER MAX ZIMMERMAN

Peter Max Zimmeinen

SORBOR T. LANGDON EDWARD F. DETACO-LOHR BRUCE E. BOAK



Registered Professional Land Surveyors

SUITE 100 320 EAST TOWSONTOWN BOULEVARD TOWSON, MARYLAND 21286-5318

> 410-823-4470 FAX 410-823-4473

PRETITUS

PAUL G. DDILEMBERG

FRED H. DOLLEMBERG

CARL L. GERHOLD

PHILIP K. CROSS

OF COURSEL

JOHN F. ETZEL

WILLIAM G. BLRICH

June 05, 1998

Don Rascoe
Permits & Development Management
Baltimore County
Rm. 123
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Schachat Property

Dear Mr. Rascoe:

In the interest of protecting their property at 1516 Heather Hill Lane, which is lot six in the subdivision of Heather Hill, the Schachats purchased the adjoining property on Falls Road. The adjoining property has an existing dwelling on it known as 12410 Falls Road. After consideration the Schachats decided to convey approximately one acre which is shown on the enclosed plan and one density right in a conservation easement to the Land Preservation Trust, Inc., which a copy of said easement is enclosed. Now they would like to retain the one acre described in said conservation easement and sell the remaining portion of said adjoining property being approximately one and two tenths acres and the house situated upon said remaining property. Since the one acre area of easement is not buildable we would like to be granted a special hearing for a non-density transfer. Thank you for your attention.

Sincerely.

Bruce E. Doak

enclosure: Three copies of the plan & the deed of conservation easement

Cc: file

9

12894/248

Deed of Conservation Easement

Circuit Court for BALTIMORE COUNTY

Eleck of the Court,

SUZAMME HEMSH

COUNTY COURTS BOILDING

481 805LEY AVE. P.O. BOX 6754

TOMSON, NO 21285-6754

(418) 887-2601

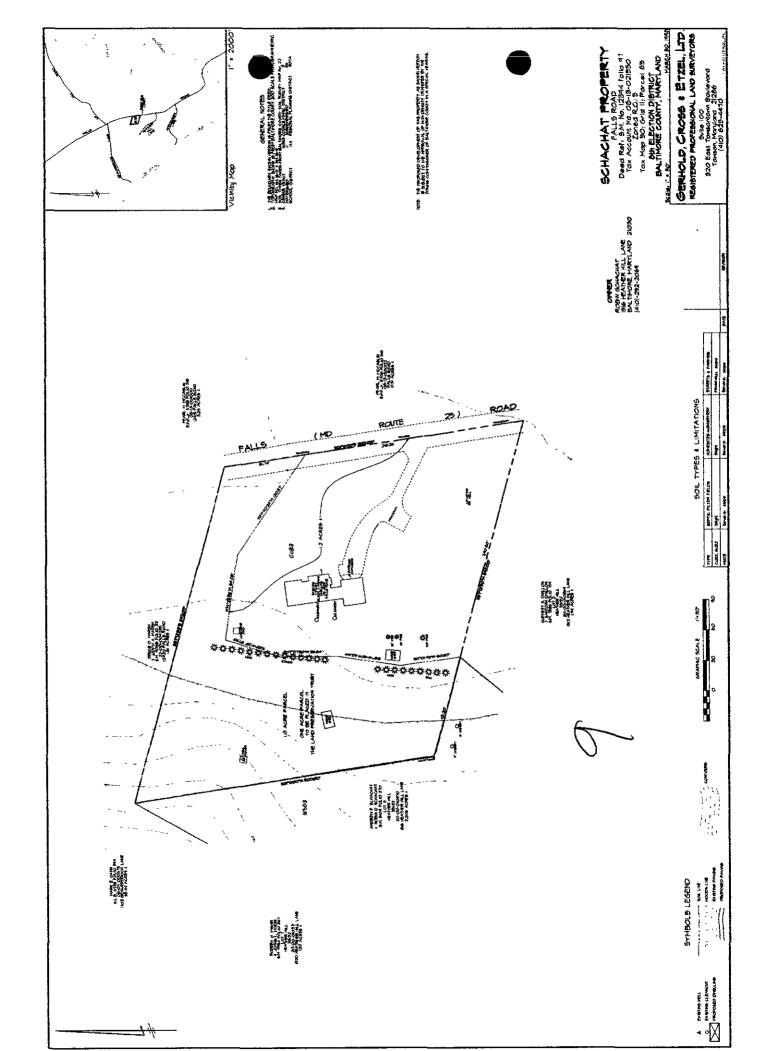
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Ref: SCHACHARI DEED R/FEE \$75 THUOMA THP FO SURE \$5 5.09 RECORDING FEE 75 75.00 SUBTOTAL: 80.00 20.00 TOTAL CHARGES: PRYMENTS CHECK 90.60 TOTAL TENDERED: 20.D9

Transaction Block:

Cashier: SK Reg H BAD1 Rcpt # 41817 Dases Hay 27, 1998 Times 12:49 pm

0



NO CONSIDERATION NO TITLE EXAMINATION

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 14th day of April, 1998, by and between ANDREW SCHACHAT and ROBIN SCHACHAT, having an address at P.O Box 937 Brooklandville, Maryland 21022 (collectively, "Grantors"), and the LAND PRESERVATION TRUST, INC. having an address at c/o Michael D. Hankin, c/o Alex. Brown Capital Advisory & Trust Company, The Furness House, 9-21 South Street, Baltimore, MD 21202 ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is an organization determined to be exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), whore purposes include the preservation and protection of secnic, natural, recreational, productive and open space lands;

WHEREAS, Grantors own in fee simple a parcel consisting of 1.00 acres of land, more or less (the "Property") situate, lying and being in the 8th Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto and as shown on the Plan attached hereto as Exhibit B (the "Plan") being a portion of the Property which was conveyed to the Grantors by Agnes C. Mayes by deed dated September 3, 1997 and recorded among the land records of Baltimore County, Maryland in Liber 12394, Folio 97;

WHEREAS, Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land which constitutes the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;

WHEREAS, Grantors and Grantee recognize the open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features;

WHEREAS, Grantors and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;

0012894 249

WHEREAS, Grantee is authorized to acquire and hold easements, and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Essement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

- A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for such activities as can be conducted in existing structures without alteration of the external appearance thereof, and the sale to the public of agriculture or forestry products produced on the Property.
- B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed four feet by four feet.
- C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited, except that soil, rock, other earth

materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property, or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

- D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and silviculture on the Property, or (3) for wildlife habitat, means of access and for the construction and/or maintenance of permitted structures.
 - E. Diking, draining, filling or removal of wetlands is prohibited.
- F. Management and harvesting of all forests on the Property shall be in accordance with the Maryland Forest Practices Guidelines or comparable provisions of any guidelines or regulations which may replace the Forest Practices Guidelines in the future or as they may be amended from time to time.
- G. No building, facility, or other structure shall be constructed on the Property after the date of this Conservation Easement, except Grantors shall be permitted:
- (1) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;
- (2) To replace all existing structures described in <u>Exhibit C</u> attached hereto and other structures permitted under this Conservation Easement with structures of similar size and purpose;
- (3) To improve, repair, restore, alter, remodel, and maintain all existing structures described in Exhibit C attached hereto and other structures permitted under this Conservation Easement;
- (4) To construct and maintain reasonable means of access to all permitted uses and structures; and
- (5) To construct or install recreational facilities to be utilized in conjunction with the existing structures located on the property adjacent to the Property more specifically described as 1516 bleather that Lage or other structures permitted herein, including, without limitation, swimming pool, gardening shed, gazebo, tennis court and structures ancillary thereto.

Grantors shall notify Grantee at least forty-five (45) days in advance of any work to be performed pursuant to subparagraphs (1) through (5) above, and any such work shall be subject to the prior written approval of Grantee, not to be unreasonably withheld.

distribution of the contract of

- H. Grantors shall not be permitted to construct any residential structures of any nature on the Property (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, or seasonal cabins).
- I. Subdivision of the Property is prohibited except for a transfer of a portion of the Property, as to which all use is prohibited other than as permitted hereunder. The word "subdivide" as used herein, means voluntarily to transfer a portion, less than 100 percent, of the subject property on which portion one or more residential structures exist. Grantors must submit all plans for subdivision of the Property to Grantee thirty (30) days prior to submission of a subdivision application to a local government, and receive written approval of the subdivision location prior to any excavation or construction on the Property.
- J. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.
- K. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by Grantors or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if Grantors believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right. Grantors shall pay all expenses of Grantee (including reasonable counsel fees) incurred in connection with the request for any approval pursuant to this Conservation Easement.

ARTICLE UI. ENFORCEMENT AND REMEDIES

- A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantee may, after reasonable notice to Grantors, exercise any or all of the following remedies:
- (1) institute suits to enjoin any breach or enforce any covenant by <u>ex parte</u>, temporary, and/or permanent injunction either prohibitive or mandatory; and
- (2) require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantor's obligations under this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

- B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.
- C. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors, their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE V. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Property Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of 1 page(s).
- B Exhibit B: Plan of the Property is attached hereto and made a part hereof. Exhibit B consists of I page(s).
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of 1 page(s).
- D. Exhibit D: Summary of Concervation Values is attached hereto and made a part hereof. Exhibit D consists of 1 page(s).

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

- A. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if the proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fall to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.
- B. Grantors agree for the iselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.
- C. Grantce agrees to held this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Code.
- D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.
- E. This Conservation Easement shall be construed to promote the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, including such purposes as are defined in Section 170(h)(4)(A) of the Code.
- F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property.
- G. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the

remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

- H. Grantee shall record this instrument in a timely fashion in the land records of the jurisdiction in which the Property is located, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.
- I. Any notices by Grantors to Grantee or by Grantee to Grantors pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to such party at the address stated in the caption of this Conservation Easement, or to such other address as either may establish in writing on notification to the other party.
- J. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantee mails notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Land Preservation Trust, Inc. its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

Andrew Schachat

(SEAL)

du Schuclen SEAL)

Robin Schachat

STATE OF MARYLAND, COUNTY (CITY) of Baltimee, TO WIT:

Notary Public of the State aforesaid, personally appeared Andrew Schachat, known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and scaled the same.
WITNESS my hand and Notarial Seal.
Notary Public Notary Public NOTARY PUBLIC STATE OF MARYLAND My Commission Expired State OF MARYLAND My Commission Expired (1)-01-81 STATE OF MARYLAND, COUNTY (CITY) of Calturate, TO WIT: 1 HEREBY CERTIFY, that on Lies of day of April 1998, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Robin Schachat, known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same. WITNESS my hand and Notarial Scal.
O. DIL. C.
Notary Public HOFY D. HAMUN My Commission Expired NOT PY PUBLIC STATE OF MARYLAND My Commission Expires 01-01-01

ACCEPTED BY:

LAND PRESERVATION TRUST, INC., AS GRANTEE

By: MAHare

I hereby certify this deed was prepared by the undersigned, an attorney admitted to practice by the Court of Appeals of Maryland.

Thomas L. Tothen

AFTER RECORDING, RETURN TO:

Thomas L. Totten
PIPER & MARBURY, L.L.P.
Charles Center South
36 South Charles Street
Baltimore, Maryland 21201-3018

JOINDER AND CONSENT OF MORTGAGEE

foregoing Deed of Conservation Easement for the purposes of expressing of binding, subjecting and subordinating the aforesaid Deed of Trust as beneficiary and trustees under such Deed of Trust in the property desterms of such Deed of Conservation Easement. WITNESS: By: Name: Title:	nd the interest of th
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PROPERTY DESCRIPTION 12894 258

ARDON T. LANGGON
ARD F. DEIAGO-KOMÄ

BRUCE E OGAN

GERHOLD, CROSS & ETZEL, LTT.

Registered Professional Land Surveyors

COP STUDE CRAYZJUGB NWOTHOEWOT TRAS OSE BIEC-BBSIS CHAJYRAM, NOSWOT

> 410-023-4470 FAX 410-923-4473

April 9, 1998

One Acre more or Less Parcel of Land to be Placed in The Land Preservation Trust (Schachat Property)

All that piece or parcel of land situate lying and being in the Eighth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same in the center of Falls Road at the beginning of the parcel of land which by a deed dated September 3, 1997 and recorded among the Land Records of Baltimore County in Liber S.M. No. 12394 folic 97 was conveyed by Agnes C. Mays to Andrew Schachat and Robin Schachat, running thence with and binding on a part of the first line of said parcel of land and binding in the center of Falls Road as this description is now compiled from decils and plats. 1) South 01 degrees 11 minutes 00 seconds East 81.74 feet, thence leaving the said first line and Falls Road and running for lines of division now made the six following courses and distances, viz: 2) North 47 degrees 40 minutes 24 seconds West 120.67 feet, 3) North 74 degrees 25 minutes 56 seconds West 84.08 feet, 4) South 23 degrees 41 minutes 24 seconds West 57.52 feet, 5) South 07 degrees 27 minutes 30 st 55.84 feet, 6) South 15 degrees 41 minutes 45 seconds West 62.44 feet, 7) South 00 degrees 01 minutes 45 seconds West 60.60 feet to intersect the second line of the aforesaid parcel of land which was conveyed by Mays to Schacha lumning thence with and binding for a part on the said second line, on the third line and on the last line of said parcel of land three following courses and distances, viz: 8) North 67 degrees 12 minutes 30 seconds West 101.20 feet, 9) North 01 degrees 11 minutes 00 seconds West 300.00 feet and 10) South 67 degrees 12 minutes 30 seconds East 342.00 feet to the place of beginning.

Containing One acre of Land more or less.

Being a part of the parcel of land which by a deed dated September 3, 1997 and recorded among the Land Records of Baltimore County in Liber S.M. No. 12394 folio 97 was conveyed by Agnes C. Mays to Andrew Schuchat and Robin Schachat.

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: Vocacripelulacha des

0012894 259 EXHIBIT B PLAN OF PROPERTY

0012894 260
EXHIBIT C
INVENTORY OF EXISTING STRUCTURES

-WWE

One story garden shoot, 16'3" × 10'3"

Conder Wheelean

_ 1 _

EXHIBIT D SUMMARY OF CONSERVATION VALUES

The following public open space conservation values are associated with the Property:

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan. 1989 - 2000 adopted in 1990 by the Baltimore County Planning Board.

The Property lies within an RC-5 Rural Residential Zone. County goals for these areas include providing for rural-residential development in suitable areas in which basic services are not anticipated; climinating scattered and generally disorderly patterns of rural-residential development, assuring that encroachments onso productive or critical natural resource areas will be minimized and providing a minimum loss size which is sufficient for the proper functioning of on-lot sewer and water systems.

- 2. Scenic Value: The casement will preserve the scenic vistas of the Property along the west side of Falls Road.
- 3. Preservation of Woodes Areas: The casement will preserve the wooded areas located on the Property.
- 4. <u>Protection of Watershed</u> The ensement will protect the watershed in the RC-5 area in the Jones Falls watershed from over development.
- 5 Maryland Environmental Trust Policy: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on May 2, 1988.
- 6. Future Zoning Changes: The easement will protect the Property from development notwithstanding any future change in zoning that might allow a more intensive use thereof.

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